

AGREEMENT

BETWEEN

~~THE~~ CENTRAL REGIONAL BOARD OF EDUCATION

AND

~~THE~~ CENTRAL REGIONAL
ADMINISTRATIVE OFFICE PERSONNEL ASSOCIATION

X JULY 1, 1989 - JUNE 30, 1990

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PREAMBLE

This Agreement is entered into this first day of July 1, 1989 by and between the Board of Education of the Central Regional School District of the County of Ocean, and the State of New Jersey, hereinafter referred to as the "Board" and the Central Regional Administrative Office Personnel Association, hereinafter referred to as the "Association."

RECOGNITION

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for those Administrative Office Personnel employed by the Board of Education. Administrative Office Personnel shall include all those employed in the Superintendent's office and Board of Education office.

OFFICE PERSONNEL HOURS

1. The work day shall consist of eight (8) hours including a sixty (60) minute lunch hour and a thirty (30) minute break.
2. Summer work hours shall commence two (2) days after the close of school in June and terminate five (5) days before the opening of school in September. The hours shall be a total of seven (7) hours including a fifteen (15) minute break and a thirty (30) minute lunch.
3. Vacation Schedule - Vacation eligibility shall be determined as of February 1 of each year. Vacation times shall be subject to the approval of immediate Supervisor. In the event of a conflict seniority will prevail. Employees shall be eligible for vacations on the following basis:

Twelve (12) month employment:

- A. Minimum six (6) months employment - one (1) week vacation.
- B. 1-3 years employment - two (2) weeks vacation.
- C. 4-9 years employment - three (3) weeks vacation.
- D. 10 years and beyond - four (4) weeks vacation.

Payment for accumulated vacation time at time of retirement: Personnel will be compensated for no more than forty (40) unused or earned vacation days at time of retirement at their per diem rate at time of retirement.

4. On those days when school(s) are not in session on account of inclement weather, office personnel shall make every reasonable effort to report to work if and when possible.
5. Office personnel shall be compensated at the rate of time and one-half for all work beyond her/his normal work day.
6. Holiday Work Schedule
The Superintendent shall have the right to call employees into work during the Christmas recess and Easter recess. Implementation of the holiday work schedule is contingent upon having a Supervisor present in the Administrative offices.

3. Level One

When a grievance occurs, personnel covered by this Agreement shall file a written notice of said grievance with the appropriate Supervisor, either directly or through the Association's designated representative. Within six (6) school days of receipt of said written notice of grievance, the Supervisor shall consider said grievance and shall issue a written opinion.

4. Level Two

- a. If the aggrieved person(s) is not satisfied with the opinion issued by the Supervisor, the Association may, within forty-five (45) school days after receipt of the opinion issued at Level One, refer the written grievance to the Superintendent of Schools, who shall hold a hearing. Such demand for a hearing shall be in writing and shall include all available relevant evidence in support thereof.
- b. Within six (6) school days after receipt of the position of the Association, the Superintendent of Schools shall schedule and hold a hearing for the purpose of allowing the Association to submit appropriate evidence.
- c. Within six (6) school days after the conclusion of the hearing, the Superintendent of Schools shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted to him.

5. Level Three

- a. If the decision rendered by the Superintendent is adverse to the aggrieved, the Association may, within six (6) school days after the Superintendent has rendered such adverse decision, or within ten (10) school days after the position of the Association was received by the Superintendent, appeal, in writing, to the Board.
- b. The Board shall consider the appeal and may, within ten (10) school days after receipt of such appeal, hold a hearing. If a hearing is held, the Board shall issue a decision, in writing, within ten (10) school days after the conclusion of such hearing or next scheduled Board meeting but not to exceed fifteen (15) days.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process a grievance despite an intention of abandonment by a specifically aggrieved person.
2. Forms for filing grievances, serving notices, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association, with Board approval, and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
4. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.
5. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedule as set forth in this Article shall constitute an abandonment of the grievance and render it null and void. Any waiver of this provision must be in writing and acknowledged by both parties.
6. The Association agrees to process all grievances solely through the grievance procedure.

EXTENDED LEAVE OF ABSENCE

1. Anticipated Disability Leave

- A. Any employee who anticipates undergoing a state of disability such as, but not limited to: surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth, in which instance such leave of absence may be chargeable to the sick leave account of said employee. All employees covered by this Agreement anticipating a state of disability shall notify the Superintendent through their immediate supervisor of the condition expected to result in disability as soon as the condition which may result in disability is known or within a reasonable time thereafter. Failure to give notification as prescribed may result in loss of child rearing leave privileges. A conference between the employee so affected and the Superintendent Supervisor shall take place within sixty (60) days of said notification for the purpose of discussing specific dates and arrangements pursuant thereto.
- B. Any employee who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said employee produces a statement of his or her physician stating that said employee is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the employee is capable of performing said duties.
- C. In no event shall the Board be obligated to permit an employee anticipating a state of disability to continue in the performance of his/her duties where the performance of said employee has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given or should have been given of the state of anticipated disability.
- D. The employee requesting a leave under the provisions of this Section shall specify in writing the date on which he/she wishes to commence said leave and the date on which he/she wishes to return to employment following recovery from said disability.

Extended Leave of Absence continued

2. Child Rearing Leave

- A. In a case where an employee or spouse gives birth to a child or in a case of a defacto adoption, said employee shall have the right to apply for a leave without pay or any other benefits provided for in this Agreement.
- B. In a case where both husband and wife work in the school system, only one of said persons may be entitled to apply for such leave.
- C. Said leave shall be granted by the Board for a period of time as may be mutually agreed. In the absence of application for child rearing leave, the conditions pursuant to emergency disability leave shall prevail and control.
- D. Applications for child-rearing leave must be filed at least three (3) months before the anticipated birth of the child or custody date in the case of an adoption, where possible.
- E. Extensions beyond the one (1) year stipulations may be made at the sole discretion of the Board upon application by the employee at least three (3) months in advance of the expiration of the one (1) year period.
- F. Wherever possible, the Supervisor shall attempt to assign an employee to the same position he/she held at the time said leave commenced. If an employee who has been granted a child-rearing leave is permitted to return to the system at any time other than those stipulated herein, such employee may be assigned to any position decided by the Superintendent so long as such assignment is within the Board office or Superintendent's office.
- G. The dates of the commencement and termination of child-rearing leaves shall be in all cases subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school.

SICK LEAVE RETIREMENT

Effective immediately, employees shall be eligible for retirement credit based on the following:

1. Ten consecutive years of service within the district.
2. Compensation based on one-half (1/2) day's pay, at the time of retirement for every accumulated unused sick day in excess of forty-five (45) days for Fiscal Year 1987-88 and changing to thirty (30) days after July 1, 1988.
3. Employees should, however, make known their intentions to retire to the administration in writing at the earliest possible date. This will allow for budget consideration and proper assistance with their retirement filing.
4. Upon death of a member who has been employed with the district for ten (10) years, the sick day buy back provision outlined in Item 2 above shall be paid to the employee's estate along with any unused and earned vacation time.

CENTRAL REGIONAL ADMINISTRATIVE OFFICE PERSONNEL ASSOCIATION
SALARY GUIDE

JULY 1, 1989 - JUNE 30, 1990

<u>STEP</u>	<u>CATEGORY I</u>	<u>CATEGORY II</u>
1	\$ 13,608.	\$ 12,608.
2	14,515	13,515.
3	15,422.	14,422.
4	16,330.	15,330.
5	17,237.	16,237.
6	18,144.	17,144.
7	19,051.	18,051.
8	19,958.	18,958.
9	20,866.	19,866.
10	21,773.	20,773.
11	22,680.	21,680.
12	23,587.	22,587.
13	24,494.	23,494.
14	25,402	24,402.
15	26,309.	25,309.
16	27,216.	26,216.
17	28,123.	27,123.
18	29,030.	28,030.

For Shirley Booth Only -
\$29,715.

Placement on guide for new employees as recommended by Superintendent and approved by the Board of Education, based on prior experience/skills required.

<u>LONGEVITY AMOUNT</u>	<u>AT THE COMPLETION OF:</u>
\$200.	3 consecutive years
200.	6 consecutive years
200.	9 consecutive years
200.	12 consecutive years
<u>200.</u>	15 consecutive years
Total	\$1,000.

Note: Person must be employed prior to April 1st to be eligible for movement on the guide as of July 1st.